45 RANCH – CIRCA 1910 STONE CABIN VACATION LEASE

This Lease Agreement (the "Lease") is made by and between the Jim Richmond Backcountry Aviation Foundation, Inc., a tax-exempt Delaware nonprofit corporation and the owner of the 45 Ranch property in Owyhee County, Idaho (the "Landlord"), and the person, persons, or organization that is listed on the last page of this agreement (the "Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided, leases to Tenant the 45 Ranch 1910 Stone Cabin (the "Premises") located at 4904 45 Ranch Road, Owyhee County, ID, 83650, along with the non-exclusive right to use the 240-acre 45 Ranch property for recreation or other allowable uses during the term of the lease.

TERM. Subject to the terms herein, the Tenant will have full control and use of the Premises and property during the dates shown on the last page of the Lease Agreement (the “Lease Term”). Unless otherwise agreed upon between Tenant and Landlord, the Lease starts at 3:00 PM local time on the first day of the Lease Term, and terminates at 11:00 AM on the last day of the Lease Term.

LEASE PAYMENT. The total payment owed for this Lease is $150.00 per night. which shall be payable in advance. A minimum nonrefundable advance deposit of at one night’s payment shall be required in order to confirm the Tenant’s reservation. Said reservation deposit will be applied to the total rental payment. The balance of the total fee is due and must be delivered to the Landlord at least two (2) weeks prior to the beginning of the lease term.

Lease payments can be made to Landlord by wire, physical check, or electronic check. Please remit payments to the “Jim Richmond Backcountry Aviation Foundation” by one of the following means:

By credit card at this link:	45 Ranch / 1910 stone cabin rental – credit card payment link
By electronic check sent to:	jimrichmondfoundation@gmail.com
By physical check mailed to:	Jim Richmond Backcountry Aviation Foundation c/o Joylynn Damm, Administrative manager 5309 Crest Drive, Yakima, WA 98908
By electronic wire transfer:	Details upon request

SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of S300.00 to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law. Security deposit will protect owner against damage or theft to the property. Deposit will be returned after Renter vacates property if the Property is not damaged, no theft has occurred, and all other terms of this Agreement are fulfilled. Deposit may be applied by Landlord to satisfy damage repairs caused by Renter or to replace stolen items and such act shall not prevent Landlord from claiming damages in excess of the deposit. The Tenant is held financially responsible for damages to the Rental Property, whether made by themselves, their family, another guest in their group, or any other person they have invited to the property.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. Tenant understands that possession is excusive only as to the Circa 1910 Stone Cabin. Tenant understands that landlord or other authorized persons may be using the property or other residences on the property for other purposes during the term of the lease. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

MINIMUM STAY. The lease of this property requires a minimum two (2) night minimum stay. Unless otherwise negotiated in writing or provided for in this agreement, no refunds are issued for early departures.

USE OF PREMISES. Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence. Tenant will maintain the premises in good order and appearance including keeping the premises free of trash and garbage. Normal and reasonable wear and tear are the only exceptions to damage to the premises.

OCCUPANTS. No more than two (2) persons may occupy the Premises at any one time unless the prior written consent of the Landlord is obtained. All guests over ten (10) years of age are counted towards the maximum. Any party falsely representing the number of people, or exceeding the maximum allowed, may be subject to immediate eviction without refund.

FURNISHINGS. The 45 Ranch 1910 stone cabin is fully furnished by the Landlord. Tenant shall return all such items at the end of the lease term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted. The decorative items within the cabin are of historic value and some are irreplaceable, great caution should be used by Tennant in the handling or examination of any such historic or antiques decorative item.

PETS / ANIMALS. Pets in the 1910 stone cabin shall incur an additional $100 cleaning fee and are only allowed with the prior consent of the Landlord. If pets are desired and approved, Tenant shall pay to Landlord, in trust, an additional deposit of $250.00, to be held and disbursed for pet damages to the Premises (if any). This deposit is in addition to the cleaning fee and any other security deposit stated in this Lease.

Pets are not allowed on furniture and pet beds are not provided, please bring your own. Please also ensure your pet does not harass wildlife on the property. Horse and/or pack animal accommodations may be available, please contact landlord in advance.

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant is responsible for maintaining casualty insurance on its own personal property and the personal property of its guests or invitees. It is recommended that travel or vacation insurance is obtained by the Tenant.

CANCELLATIONS. (a) If the Property becomes unavailable to the Tenant prior to occupancy, for any reason, Landlord agrees to refund the full amount paid to the date of cancellation, and Tenant agrees to release any claims against Landlord. (b) If, for any reason, the Tenant cancels this Agreement more than two (2) weeks before the

Arrival Date, Tenant will receive a refund of amounts paid, less the nonrefundable deposit amount. For Tenant cancellations made less than two (2) weeks from the arrival date, all monies are forfeited unless Landlord is able to re-rent the Property under the same (or better) terms and conditions of this Agreement, for the full Term reserved.

If the Property is re-rented under the same (or better) terms and conditions than this Agreement, Landlord will refund amounts paid, less the nonrefundable deposit. (c) There are no cancellations permitted within five (5) days of Tenant Arrival Date. AJI amounts paid (reservation deposit and final payment) will be forfeited. Failure to pay the final payment in a timely manner will be considered a cancellation under this subparagraph and will result in forfeiture of the Reservation deposit.

SMOKING. Smoking is strictly forbidden inside the 1910 stone cabin. Smoking is only allowed in the fire ring or main yard area, please dispose of butts (cold) in the trash or the fire ring. Evidence of smoking inside the Property will result in eviction and forfeiture of all amounts paid and will result in additional cleaning fee(s) assessed to Tenant as excess damage cost and may be charged against the Tenant's security deposit at Landlord's election.

BATHROOMS. This is a primitive accommodation in a historic stone cabin. There is no indoor plumbing, and bathroom facilities are an outhouse a short distance away. From April through October, there may be an outdoor shower and sink for Tenant's use.

COOKING. Tenant may cook only in the specific areas set aside by Landlord for cooking. No open fires are allowed other than the normal use of the indoor wood stove, the outdoor gas grill, the outdoor fire ring, or in the outdoor fireplace at the Gazebo. The outdoor fireplace uses wood or charcoal briquettes, and the outdoor gas grill uses 5-gallon propane canisters.

Tenant is welcome to use outdoor fireplace or the onsite gas grill, but should bring their own 5-gallon propane canister and/or charcoal briquettes with them as necessary. If Tennant brings a full propane canister for the gas grill, then Tenant is welcome to take an empty one out upon departure. All fires must be thoroughly extinguished before leaving unattended.

The 1910 Stone Cabin is not stocked with pots, pans, utensils, plates, cubs, bowls or glasses, Tennant should bring their own. Tenant is welcome to use such spices, coffee, tea, condiments, and/or other food or beverage items that may have left by previous guests in the cabin, but should plan on bringing their own food, beverages, and any essential cooking items with them for their stay. The frost-free spigot water at the 1910 stone cabin water is from a well, safe to drink, and generally considered to taste very good.

Tenant is required to remove any perishable items from the refrigerator upon departure and haul out any garbage form their stay. Please do not burn garbage in fire pit or woodstove, garbage bags are provided upon request.

INTERNET: Starlink internet access is provided for Tenant's use. The Wi-Fi works at and within 50' of the main house and stone cabin. The Wi-Fi network is named "45 Ranch" and there is no password to log on. Please do not turn off, unplug, or change any Wi-Fi or Starlink network settings, security cameras and the off-grid electrical system are on the network and require remote monitoring.

ELECTRICAL SYSTEM: The 45 Ranch electrical system is an off grid solar system with battery and a backup propane powered generator. Please limit electrical use as much as possible in winter, as solar power is limited and will be depleted with continuous high use. The backup propane generator is automatic and will engage as necessary if the solar and battery become depleted. The system is monitored remotely.

HEATING: Heat in the 1910 Stone cabin is by an indoor woodstove. Fuel is provided, please use caution and ask for a briefing from the Landlord if you are unfamiliar with safe woodstove use.

WINTERIZATION: From November through April, the main water system will be winterized (there will be no running water), and tenants should plan to bring their own drinking and cooking water.

CLEANING. The property will be cleaned prior to your arrival, and rental fee includes clean bed linens at the start of your stay. Tenant is required to leave the property in the same general condition that it was received, and we ask that you make sure that that the cabin is generally picked up and ready to be cleaned for the next guests when you depart. Beds that were slept in should left unmade so we know to change linens. Being deep in the backcountry, we do request that you haul out your garbage with you when you depart and properly dispose of it offsite.

OTHER RECREATION. The following may be available from time to time on the deeded property and surrounding BLM land: fishing, hunting, wildlife watching, rafting, kayaking, canoeing, hiking, biking, camping, campfire activities, and the like. Any and all recreational activities that occur on the premises or property are undertaken at the sole discretion of the Tenant, and at the Tenant's sole risk.

EQUIPMENT: The use of Landlord's equipment on the property (tractors, ATV's, side-by-sides, etc.) is not included in this lease. Tenant should bring their own transportation for arriving to the property and their own transportation for use while at the property. Tenant should bring their own fuel for all anticipated use of Tenant's vehicles while on the Premises. There is small amount of fuel (diesel and gas) available at the property for emergency use with permission of Landlord. Contact Property Manager / Caretaker for more information.

ROADS: Tenant acknowledges the roads to and on the premises are unimproved, minimally maintained, generally require the use of a high clearance 4WD type vehicle, and can become impassable when wet. Tenant agrees not to damage or rut roads by driving on them when wet as an express term of this lease. Road, runway, or other property damage by Tenants vehicle may result in the forfeiture of Tenant's Security Deposit or additional charges.

RUNWAY: Runway is for aircraft use only and may be damaged by other vehicles. Aircraft always have the right away over other vehicles or pedestrians. Stay clear of aircraft unless authorized by the pilot or flight crew. Tennant shall not drive on runway unless in an emergency or expressly authorized by Landlord.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges arc designated as "additional rent". The rights provided by this paragraph are cumulative in nature and arc in addition to any other rights afforded by law.

HOLDOVER. If Tenant maintains possession of the Premises after the termination of this Lease (a "Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a day-to-day extension of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the premises to make inspections, provide necessary services, or show the unit to other prospective tenants or guests during the term of this lease. However, Landlord docs not assume any liability for the care or supervision of the Premises while under the possession of Tenant. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Idaho.

INDEMNITY REGARDING USE OF PREMISES. To the maximum extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except for Landlord's willful misconduct or gross negligence.

LACK OF EMERGENCY SERVICES. Tenant understands that the Premises are extremely remote. Access is only by air or by over 50+ miles of primitive gravel and dirt roads, and Emergency Services response requires hours or may not

be available at all in some cases. Those with health conditions or disabilities that may require urgent care should not travel to or stay at the 45 Ranch.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained. Fireworks are prohibited.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, regulations of the federal, state, county, municipal and other authorities, while occupying premises, including Idaho fish and game regulations, and adjacent BLM wilderness regulations. Tenant agrees not to drive vehicles off of the deeded 45 Ranch property and onto BLM designated wilderness lands as an express term of this lease. Violation of this term will result in immediate eviction from Premises without refund. Please note: Cannabis is fully illegal in Idaho (both recreational and medical) and prohibited on the Premises.

CASUALTY OR DESTRUCTION. (a) Should the Property be destroyed or rendered uninhabitable by an Act of God (including, but not limited to, hurricanes, storms, floods or fires), or by environmental disaster, or loss of utilities prior to occupancy by Tenant, this Agreement shall become null and void, and all payments made hereunder shall be refunded to Tenant. (b) Should the Property be destroyed or rendered uninhabitable as above during occupancy, reimbursement on a pro-rated basis will be negotiated between Tenant and Landlord based on the following: No refund is due (or will be made) for inclement weather, however, subject to availability, rescheduling is allowed at no cost if inclement weather does not allow property access during the scheduled lease dates.

NOTICES. Notices under this Lease shall be in writing and deemed valid if given directly in person, by text, by email, by regular mail, or by any other such means wherein a copy of the written notice and any response can be kept by the party giving such notice.

ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

CUMULATIVE RIGHTS. The rights of the parties under this Lease arc cumulative, and shall not be construed as exclusive unless otherwise required by law.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so Limited.

WAIVER. The failure of either party to enforce any provision or provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with the statutory rules of mediation for the State of Idaho. If mediation is not successful in resolving

the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

CAUSE FOR EVICTION. The Tenant and all parties with the Tenant will be subject to immediate eviction from the Property if the Tenant or parties of the Tenant violate any terms of this Agreement, including but not limited to, violation of the occupancy limits, pct provision, smoking, fish and game laws or wilderness regulations. In the event of eviction from the Property, the Tenant shall forfeit all amounts paid and there will be no refund of money.

ATTORNEY'S FEES AND COSTS. If Landlord employs the services of an attorney to enforce any conditions of this Agreement, to collect any amounts due, the eviction of the Tenant, or because Tenant takes any action to recover deposits not due, Tenant shall be liable to Landlord for reasonable attorney's fees and costs incurred by Landlord.

LEASE TERM:

XX-XX-XX	XX-XX-XX	2 Nights
Arrival (after 3 PM)	Departure (before 11 AM)	Total Nights

LEASE FEES:

Reservation Deposit (nonrefundable):	$150.00
Security Damage Deposit (refundable):	$300.00
Balance of Lease Fee (# of nights, less deposit):	$150.00
Pet Damage Deposit (refundable):	$0.00
Pet Cleaning Fee (nonrefundable):	$0.00
Total Payments:	$600.00
Total amount(s) refundable if no damage:	$300.00

ACKNOWLEDGMENT. The Tenant hereby acknowledges, understands, and accepts the terms, conditions, and payment(s) on this and preceding pages of this Lease Agreement.

TENANT ( )

Date:

JRBAF (BRAD DAMM / EXECUTIVE DIRECTOR)

Date: